

AGREEMENT

Between

Haddonfield Board of Education
BOARD OF EDUCATION, HADDONFIELD, NEW JERSEY

and

HADDONFIELD EDUCATION ASSOCIATION AIDES UNIT

July 1, 1982 - June 30, 1984

LIBRARY
Institute of Management and
Labor

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RUTGERS UNIVERSITY

ARTICLE I

RECOGNITION

A. The Haddonfield Education Association - Aides Unit (hereinafter "Association") recognizes that the Haddonfield Board of Education (hereinafter "Board") is the representative of the government of the State of New Jersey charged with the responsibility under the law of operating public schools in the Borough of Haddonfield.

B. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all Aides, but excluding Substitute Aides and Aides employed or to be employed in the Board's Central Office, as well as all other employees.

C. Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the negotiating unit as defined above. References to female employees shall include male employees.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations for a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning terms and conditions of employment for School Aides. Such negotiations shall begin in accordance with the Rules and Regulations of the Public Employment Relations Commission. Any Agreement so negotiated shall be reduced to writing and signed by the Board and the Association upon ratification by the Association and adoption by the Board by a majority vote at a public meeting.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours regarding grievances or negotiations, they will suffer no loss in pay.

ARTICLE III

EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to Chapter 123, Public Laws of 1974, the Board and the Association hereby agree that every employee shall have the right to freely organize, join and support the Association and its affiliates as well as to freely refuse to engage in such activities.

known of the grievance. The supervisor's oral answer shall be given within three (3) employee working days following the receipt of the grievance.

Step Two: If, within five (5) working days after the meeting referred to in Step One, the supervisor fails to announce a decision, or denies the grievance, then the Association representative may present the written grievance to the Board Secretary within five (5) working days thereafter. The employee may have a representative present at the meeting with the Board Secretary.

Step Three: If, within five (5) working days after the meeting referred to in Step Two, the Board Secretary fails to announce a decision, or denies the grievance, then the Association representative may present the written grievance to the Superintendent within five (5) days thereafter.

Step Four: If, within five (5) working days after the meeting referred to in Step Three the Superintendent fails to announce a decision, or denies the grievance, then within five (5) days thereafter the grievance may be submitted to the Board. The Board shall meet and hear the matter within thirty (30) days after receiving the request and shall render its decision within fifteen (15) days thereafter.

ARTICLE VI

EMPLOYMENT PROCEDURE

A. The Board shall, in the event of non-renewal of an aide's employment for the following school year, give notice thereof to the employee by April 30th prior thereto.

B. Upon an employee's receiving such a notice, she may request an informal meeting with the building principal to discuss the non-renewal, which meeting shall be held within a reasonable time.

ARTICLE VII

WORK HOURS

A. Each employee who works six (6) or more hours per day shall receive an unpaid one-half (1/2) hour lunch period. The Administration shall endeavor to make the luncheon period uninterrupted.

WORK YEAR

A. Normally the work year shall coincide with the teachers' work year. However, the Board may seek volunteers to perform work at times other than the aforesaid period of time.

ARTICLE XI

POSTING

A. The Board shall post all job openings in the locations regularly used for such purposes, including openings in the aides unit, clerical unit, teacher unit and custodial and maintenance unit. All applications shall be duly considered.

ARTICLE XII

MATERNITY LEAVE

A. An employee shall give notice of her pregnancy in writing to her immediate supervisor within twenty-one (21) days of her doctor's confirming said pregnancy.

B. The employee shall continue working for as long as she is able.

1. The Board may require the employee to produce periodic reports from her physician concerning her ability to work. The Board may also require the employee to be examined by a physician of its choosing at its expense.

C. The employee must return to work within six (6) weeks of the date of termination of pregnancy. If the employee is physically unable to work after six (6) weeks of termination of pregnancy, leave without pay shall be extended until such time as her physician certifies she is able to return. In no case shall leave extend beyond twelve (12) months. There shall be no leave for child care.

1. The Board may require the employee to produce a report from her physician concerning her ability to return to work. The Board may also require the employee to be examined by a physician of its choosing at its expense.

D. The Board shall endeavor to place the employee in the same position she held prior to taking the maternity leave; however, the employee shall not be guaranteed that she will return to the same work location that she had prior to commencement of the maternity leave.

E. Upon return from an approved leave of absence, all benefits to which an employee was entitled at the time that her leave of absence commenced shall be restored.

ARTICLE XV

INVOLUNTARY TRANSFERS

A. Notice of an involuntary transfer or reassignment shall be given as soon as practicable. No transfer or reassignment shall take place without at least one (1) week's notice.

1. The Board may temporarily staff the position pending transfer.

B. In the event of an involuntary transfer and/or reassignment, the employee shall have the opportunity of discussing said transfer or reassignment with the school superintendent and all objections shall be duly considered.

1. The decision of the Superintendent shall be final and not subject to the grievance procedure.

ARTICLE XVI

MISCELLANEOUS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. The terms of hire between any individual and the Board heretofore or hereinafter entered into shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE XVII

WAGES

A. Wages shall be paid in accordance with Schedule "A" attached hereto and made a part hereof.

B. Each employee shall be paid on the 15th and the last work day of each month of their contract year.

C. When a pay day falls on or during a school holiday, or weekend, employees shall receive their pay checks on the last previous working day.

SCHEDULE "A"

Wage Rate:

1. Effective 7/1/82 - \$3.70 per hour at time of hire.
\$4.30 per hour after 6 months of
employment.
\$4.75 per hour after completing
four years of service.

Annual Payment for Service Credit:

For continuous service of 5 years through 10 years - \$ 50.00
For continuous service of 11 years or more - 75.00

Wage rate for the 1983-84 school year to be negotiated in
accordance with the timetable established by the New Jersey
Public Employment Relations Commission.